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 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK
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FEDERAL INSURANCE COMPANY;	:	ECF CASE
	:	
Plaintiff,	:	07 Civ. 7797 (LTS)
	:	
- against -	:	COMPLAINT
	:	
M/V “SCI TEJ”, M/V “AL MARIYAH”; M/V	:	
“CMA CGM SAMBHAR”, their engines,	:	
tackles, boilers, etc.; MACANDREWS &	:	
COMPANY LIMITED; MacANDREWS	:	
COMPANY LIMITED;	:	
	:	
Defendants.	:	

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Plaintiff, through its undersigned attorney, alleges as follows for its complaint against defendants upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure with respect to the carriage of the subject cargo by sea and also falls within the Court’s federal question, pendent, ancillary, and supplemental jurisdiction as to the remaining aspects of the claim in suit. Plaintiff seeks recovery for cargo damage and loss caused by defendants’ breaches of contract and torts.

2. Plaintiff Federal Insurance Company is an Indiana corporation with its principal place of business in New Jersey and an office at 55 Water Street, New York, New York. Plaintiff sues herein as subrogated insurer of the cargo in suit, having paid the insurance claim of Notra Trading Corp., and for and on behalf of the shipper, consignee and owner of the cargo, as their interests may appear.

3. Defendant MacAndrews & Company Ltd. (“MacAndrews”), also doing business as MacAndrews Company Ltd., is believed to be a corporation organized under the laws of, and with its principal place of business in, a foreign sovereign.

4. This Court has jurisdiction over the in personam defendants, who upon information and belief conducts business in the State of New York and/or within the United States as a whole within the meaning of pursuant to Rule 4(k)(2) Federal Rules of Civil Procedure as a common carrier of cargo for hire. In addition the MacAndrews bills of lading for the cargo in suit include a Southern District of New York forum selection clause.

5. Upon information and belief the captioned vessels are now, or will be during the pendency of this action, within the admiralty and maritime jurisdiction of this Honorable Court or otherwise subject to jurisdiction pursuant to Rule 4(k) (2) Federal Rules of Civil Procedure and were at all material times owned, operated, chartered or hired by MacAndrews.

6. This action involves damage and loss to a shipment of 3,665 cartons of linens which moved in containers ECMU9567585, GESU5175665, CLHU8142488, ECMU9636290 and TRLU7054979 aboard the M/V “AL MARIYAH”, M/V “CMA CGM SAMBHAR”, M/V “SCI TEJ”, Voyage 0634W, and other vessels operated by MacAndrews, from Karachi to New York, by way of Port Qasim, as described more fully in MacAndrews & Co. Ltd. bills of lading XXSNYC22482 and XXSNYC22494 dated on or about August 24 and 25, 2006, and others.

7. On or about August 24, 2006, as confirmed by the aforementioned bills of lading, the cargo was delivered into the care, custody and control of defendant MacAndrews who contracted to carry the cargo from place of receipt to the place of delivery in New York. Although the cargo was in good order and condition at the place of origin, at the time of delivery by defendants the cargo was in damaged and depreciated condition and could not be used for intended purpose.

8. The aforementioned damage and loss was caused by the unseaworthiness of the carrying vessels and containers as well as defendants' reckless failure to properly and safely load, stow, lash, store, carry, discharge, transship, deliver and care for the subject cargo, and their unreasonable deviations for the terms of the contract of carriage.

9. As a result of the foregoing, plaintiff and those on whose behalf it sues, has sustained damages in the amount of \$140,278.15 for which defendants are jointly and severally liable as common carriers, bailees and/or warehousemen for hire.

10. Plaintiff sues on its own behalf and as agent and trustee for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

WHEREFORE, plaintiff demands judgment against defendants jointly and severally in the amount of \$140,278.15 together with interest at the rate of 9% per annum and the costs of this action and prays that this Honorable Court issue its process against the aforesaid vessels in rem.

Dated: New York, New York
September 4, 2007

LAW OFFICES,
DAVID L. MAZAROLI

s/David L. Mazaroli

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